

AGREEMENT

Between

THE CITY OF LONG BRANCH

and

LONG BRANCH SUPERIOR OFFICERS' ASSOCIATION LOCAL 10A

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JANUARY 1, 2007 through DECEMBER 31, 2012

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LOCCKE, CORREIA, SCHLAGER, LIMSKY & BUKOSKY

07601

(201) 488-0880

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	PREAMBLE .....	3
I	RECOGNITION AND SCOPE OF AGREEMENT.....	5
II	MANAGEMENT RIGHTS .....	6
III	DISCRIMINATION.....	8
IV	MANAGEMENT MANUAL.....	9
V	POLICEMEN'S BILL OF RIGHTS.....	10
VI	SALARIES.....	12
VII	HOURS AND OVERTIME.....	13
VIII	OUTSIDE EMPLOYMENT.....	16
IX	PROBATIONARY EMPLOYEES.....	17
X	CLOTHING ALLOWANCE .....	18
XI	PENSIONS .....	19
XII	SICK LEAVE .....	20
XIII	INJURY LEAVE .....	22
XIV	VACATIONS.....	24
XV	PERSONAL DAYS.....	26
XVI	BEREAVEMENT LEAVE.....	27
XVII	COMPENSATORY DAYS.....	28
XVIII	HOSPITAL, MEDICAL AND LIFE INSURANCE.....	29
XIX	DENTAL INSURANCE.....	31
XX	FALSE ARREST, LIABILITY AND OTHER INSURANCE .....	32
XXI	BULLETIN BOARD .....	33
XXII	AUTHORIZED SALARY DEDUCTIONS.....	34
XXIII	REMOVAL, SUSPENSION, FINE, DEMOTION AND ALL DISCIPLINARY ACTION.....	35
XXIV	GRIEVANCES .....	36
XXV	GRIEVANCE PROCEDURE AND ARBITRATION .....	37
XXVI	CITIZEN'S REQUEST FOR CHARGES .....	40
XXVII	EVALUATIONS AND JOB REFERENCES.....	41
XXVIII	REIMBURSEMENT FOR JOB CONNECTED EXPENSES.....	42
XXIX	P.B.A. MEETINGS AND CONVENTIONS.....	44
XXX	ESTATE BENEFITS .....	45
XXXI	SAVING CLAUSE .....	46
XXXII	OUTSIDE RECREATIONAL ACTIVITIES .....	47
XXXIII	DURATION OF AGREEMENT .....	48
	APPENDIX A .....	50
	APPENDIX B .....	51

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**PREAMBLE**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ Day of \_\_\_\_\_, 2007, by and between the CITY OF LONG BRANCH, a municipality in the County of Monmouth, State of New Jersey (hereinafter referred to as the "City") and the LONG BRANCH SUPERIOR OFFICERS' ASSOCIATION (hereinafter referred to as the "Association"); and,

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the City and the Association and to establish a basic understanding relative to the rates of pay, hours of work and other condition of employment consistent with law; and,

WHEREAS, while it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal law may have application to the relations between the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that such law does not apply where relevant; and,

WHEREAS, it is understood and agreed that some of the terms of this Agreement may enlarge upon and expand the rights of the employees created by existing New Jersey law; and,

WHEREAS, it is understood and agreed that this Agreement shall in no way be interpreted to reduce or limit any employee rights created and protected by the Laws of New Jersey, specifically, but not limited to N.J.S.A. 40A:14-118 through and inclusive of 40A:14-175 are to be binding upon the parties; and,

A handwritten signature, possibly "J.W.", is located at the bottom center of the page.

WHEREAS, the Mayor and the Chief Administrative Officer of the City have negotiated with the members of the Association with regard to this Agreement; and

WHEREAS, this Agreement has been approved by the City Council of the City of Long Branch pursuant to a resolution adopted on the \_\_\_\_\_ Day of \_\_\_\_\_, 2007.

NOW, THEREFORE, in consideration of the mutual promises and mutual covenants herein contained, the parties agree as follows:

## ARTICLE I

### RECOGNITION AND SCOPE OF AGREEMENT

A. The City hereby recognizes the Association as the sole and exclusive representative of all superior officers (including sergeants, lieutenants, captains and inspectors) as the negotiations unit for the purpose of collective negotiations and all activities and processes relative thereto. Patrol officers, civilian employees, managerial executives and confidential employees are excluded from the negotiations unit. Unless otherwise indicated, the terms "superior officer," "superior officers," "employee," "employees," "officer," or "officers," as used in this Agreement, refer to all persons represented by the Association.

B. This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth.

C. The City shall permit members of the Association Negotiating Committee to attend mutually scheduled collective bargaining meetings during working hours without loss of pay and the City shall also permit members of the Association Negotiating Committee to attend unilateral meetings with its attorney or an officially designated representative during duty hours without loss of pay. The Association shall submit a list of names of the Association Negotiating Committee to the City so that the City will know which individuals should be excused, with a maximum limit of five (5) names.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself without limitation all powers, rights authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting and generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States and ordinances of the City of Long Branch. Such powers to the City shall be limited to the statutes of New Jersey governing the Public Employment Relations Commission (PERC) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authorities, duties and responsibilities under Title 40, N.J.S.A. and Title 11, N.J.S.A., or

any other national, state, county or local laws or ordinances.

Date: January 19, 2007      SOA: JW      City:

## ARTICLE III

### DISCRIMINATION

Consistent with the New Jersey Employer-Employee Relations Act, and other State and Federal law, its supplements and amendments, there shall be no discrimination, interference or coercion by the City or any of its agents against the employees represented by the Association because of membership or activity in the Association. Neither the City nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

## ARTICLE IV

### MANAGEMENT MANUAL

A. The City shall prepare a manual containing all its rules and regulations so as to establish standard operating procedures. The manual shall contain job descriptions in which rank, scope, duties and requirements shall be clearly delineated. The manual shall be issued to each employee as part of regular equipment.

B. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. Nothing herein shall be construed as permitting negotiation of the standards of criteria for employee performance.

**ARTICLE V**  
**POLICEMEN'S BILL OF RIGHTS**

A. Members of the Police Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the City.

B. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty;
2. The member of the Police Department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, he should be so informed at the initial contact;
3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary;
4. The interrogation of the member shall not be recorded unless the member agrees and is advised of charges;
5. The member of the Police Department shall not be subject to any offensive language, nor

shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts;

6. If a member of the Police Department is under arrest or likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court;
7. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel or Association representative before any further investigation.

C. An employee may see his personnel file upon reasonable notice and at reasonable times upon request. If an employee wishes to answer or supplement any material found in his personnel file, he may do so and his written statement shall become part of the personnel file.

D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Long Branch Police Department.

## ARTICLE VI

### SALARIES

A. The following salary ranges and rates are provided for the years 2007 through 2012 as shown in Appendix A.

B. Those employees presently employed shall be paid at rates established in Appendix A (attached). All salary changes are effective January 1<sup>st</sup> of the appropriate year except where specifically indicated in Appendix A.

C. Any employee, from whatever classification, assigned to the Detective Division, shall receive \$625.00, in addition to base salary.

D. Effective December 31, 2012 a minimum differential of 11.41 % shall be maintained between the rank of Sergeant and the base salary of top grade Patrol Officers assigned to the Detective Division. A minimum differential of 11.5% shall be maintained between the ranks of Sergeant and Lieutenant as well as, between the ranks of Lieutenant and Captain; and Captain and Inspector. At no time will the salary differential between said ranks fall below the aforementioned levels.

## ARTICLE VII

### HOURS AND OVERTIME

A. The basic work week for Superior Officers and detectives is forty (40) hours within a seven (7) day period.

B. Overtime shall be paid at the rate of time and one-half (1½) to all employees working in excess of the normal forty (40) hour week or beyond eight (8) hours in one tour. All time paid to each employee shall be considered as time worked.

C. Employees shall perform police duties in shifts determined by the Director of Public Safety. Any shift change imposed on the employee within Seventy-Two (72) hours will require that the employee be compensated in conformance with the regimen outlined in Article 7, Paragraph G of this document.

D. A normal work shift shall be eight (8) hours.

E. During each shift, employees shall be entitled to sufficient eating time within the said 8-hour shift.

F. Where an employee is required to appear in any court or administrative proceeding, including pre-trial conferences, outside his assigned duty hours, he shall be paid for his

APPEARANCE  


13

Date: January 19, 2007

SOA: 

City:

1 E.  
2 F.

The employee shall be guaranteed a minimum of two (2) hours for each court appearance.

The foregoing provisions shall not apply to appearances in a civil or administrative action brought by an employee or by the Association against the City, or to appearances requested or subpoenaed by an employee or by the Association in a disciplinary proceeding initiated by the City. In addition, the foregoing provisions shall not apply to appearances in a civil action involving an employee personally, with the exception of civil actions arising out of the performance of an employee's duties, which civil action the employee is compelled to initiate as a requirement of his job.

G. If the City requires the employee's attendance during the employee's non-working hours, the employee shall be paid time and one-half (1½) for such attendance. The employee shall not be paid less than four (4) hours at time and one-half (1½) for said attendance.

H. When it becomes necessary for the Department to replace a dispatcher with a Superior Officer on an overtime basis, the Department shall first utilize the overtime seniority list in order to secure a volunteer. If the list has been exhausted and no volunteer has been secured, a Superior Officer may be ordered to work. However, officers shall be ordered to work in inverse order of seniority, commencing with the least senior officer on the list.

I. Any officer who is involved with an off-duty arrest shall be compensated a minimum of two (2) hours pay at one and one-half (1½) times the employee's regular hourly rate, or actual time involved, whichever is greater.

J. K-9 Unit

When assigned as a K-9 Officer, there is an acknowledgment of additional responsibilities unique to this service. The City will compensate such officer for their additional duties with compensatory time. Such officer will earn one (1) tour of duty per month. This time shall be used within thirty (30) days of the month in which it was granted and shall be scheduled no later than the 15<sup>th</sup> day of the month prior to use. Other terms are as follows:

1. *A.* These days cannot be carried over unless written request is made to the Director of Public Safety or the Commander of the Patrol Division.
2. *B.* The cost of food, veterinary treatment and insurance will be paid for by the City of Long Branch. At no time will any of these costs be incurred without proper authorization from the City of Long Branch Department of Purchasing.
3. *C.* The K-9 dogs shall be and remain the property of the K-9 handler (officer), but shall be on loan to the City of Long Branch Police Department only as long as the dog(s) shall be fit for duty or shall be assigned K-9 duty.
4. *D.* In the event, the Employer decides to eliminate K-9 service, this provision under this Article shall no longer be applicable.
5. *E.* Other terms, as applicable, as set forth in the Contract Extension Agreement for the term January 1, 1999 through December 31, 2002.

**ARTICLE VIII**  
**OUTSIDE EMPLOYMENT**

A. Employees shall consider their employment with the City as their primary occupation. Any outside employment must not interfere with an employee's performance of duties for the City.

B. Employees planning to engage in outside employment shall first submit, in writing, the name of their prospective outside employer to the Director of Public Safety for approval.

C. All outside and job-connected assignments (for example, parades and sports events) shall be meted out by the City on an equitable and rotating basis.

**ARTICLE IX**  
**PROBATIONARY EMPLOYEES**

A. Newly hired employees shall remain probationary until after the completion of twelve (12) months of service from the date of completion of the Police Training Course. Upon the completion of said period, such employees shall enjoy seniority status from the date of initial employment.

B. No seniority rights shall be given during the probationary period.

C. Discharge or disciplinary action of probationary employees shall be governed by the provisions of Civil Service statutes. Such employees may, during their probationary periods, be terminated at any time during said period without recourse whatsoever.

D. The City shall save the Association harmless against any action by a probationary employee arising out of the termination of his employment.

## ARTICLE X

### CLOTHING ALLOWANCE

A. Each newly promoted employee shall be supplied with one (1) set, as determined by custom, of uniforms by the City.

B. The City shall replace all clothing damaged in the line of duty.

C. Employees may submit claims to the City for damage to civilian clothing sustained in the line of duty. The City agrees to review the employee's claim for such damage; and subject to the employee's verification of the value of the property so damaged and the cause of such damage, the City shall reimburse the employee for such damage in an amount not to exceed the following:

Suit/Sports Jacket	\$200
Tie	\$ 25
Watch	\$100

Damage to all other items of civilian clothing (e.g., trousers, shirts, out-of-doors coats, shoes/sneakers, and sweat suits) shall be reimbursed at a value not to exceed the cost of the comparable item of the Class "A" uniform.

## ARTICLE XI

### PENSIONS

The City shall continue to make contributions as heretofore to provide pension and retirements benefits to employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey.

## ARTICLE XII

### SICK LEAVE

A. Existing benefits as governed by Civil Service and municipal ordinances shall apply unless modified hereinafter.

B. The City shall not send "sick slips" to the home of the employee.

C. 1. Absence must be reported to the desk at least two (2) hours before the employee's shift starts unless there is a bona fide reason for not being able to report. Failure to report as prescribed shall result in loss of pay for period of absence.

2. Employees hired prior to July 1, 1996 shall be eligible to receive, upon retirement, one (1) day's pay for every one (1) sick day in their respective accumulated bank, up to a limit of two hundred and sixty (260) days. Said employees shall advise the Director of Public Safety of the employee's intention to retire by November 1<sup>st</sup> of the year so that budget requirements may be met and so provided. Payment of said amount shall be made in two (2) equal payments: the first payment of which shall be no later than the April 1<sup>st</sup> following the employee's retirement; the second payment shall be made no later than twelve (12) months from the date of the first payment. Should the retired employee decease prior to either or both payments having been made by the City, then said payments, in the same amount and manner, shall be made to the deceased's beneficiary, as listed on the employee's retirement form or, should none be listed, his/her estate. Employees hired after July 1, 1996 shall not be eligible to receive this benefit upon retirement.

D. Benefits for the beneficiary(ies)/employees are as follows:

1. More than five (5) years of creditable service, but less than fifteen (15) years, benefits shall be fifty percent (50%) of the employee's total accumulated sick days' pay, not to exceed five thousand dollars (\$5,000).

2. Fifteen (15) years of creditable service, but less than twenty (20) years, benefits shall be fifty percent (50%) of the employee's total accumulated sick

days' pay to a maximum of two hundred and sixty (260) days' accumulation or five thousand dollars (\$5,000), whichever is greater.

3. Twenty (20) years of creditable service, but less than twenty-five (25) years, benefits shall be seventy-five percent (75%) of the employee's total accumulated sick days' pay to a maximum of two hundred and sixty (260) days' accumulation or five thousand dollars (\$5,000), whichever is greater.
4. Twenty-five (25) years or more of creditable service, benefits shall be one hundred percent (100%) of the employee's total accumulated sick days' pay to a maximum of two hundred and sixty (260) days' accumulation or five thousand dollars (\$5,000) whichever is greater.
5. Beneficiary(ies) of employees/employees hired after July 1, 1996 shall not be eligible to receive this benefit.
6. When an employee retires or resigns in good standing in order to accept a bona fide police position with a public agency, provided he has served a minimum of five (5) full years, said employee shall be entitled to fifty percent (50%) of his accumulated sick day's pay not exceeding \$5,000 in total. Said employee shall, if possible, advise the Director of Public Safety of the employee's intention to retire by November 1<sup>st</sup> of the year prior to the year of retirement so that budget requirements may be met and so provided. In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the employee's retirement form.

## ARTICLE XIII

### INJURY LEAVE

A. If any employee is injured on the job or off the job, but is acting in the capacity of a Superior Officer, then the City shall pay the employee's full salary, minus whatever State Disability, Workers' Compensation or other benefits the employee receives, and when the State Disability, Workers' Compensation Benefits or other benefits run out, then the City shall pay the full salary and this shall continue to be paid by the City to the employee until the employee is physically able to return to work. Said payments shall not exceed one (1) year for disability arising out of a single incident. Whenever possible, the said Workers' Compensation Benefits, State Disability Benefits or other benefits may be deducted from the pay of the injured employee if the employee is receiving the benefits directly.

B. All days that the employee is out because the employee was injured on the job or off the job but acting in the capacity of a Superior Officer shall not count against entitled sick days under the provisions of this Agreement.

C. If any employee is injured off the job and is not acting in the capacity as a Superior Officer, then the employee shall be entitled to take whatever accumulated sick and vacation leave that has accrued until they run out.

D. After an injury, and while still on leave, the employee, if so requested by his employer,

must submit himself for physical examination concerning the disability at some reasonable time and place within this State, and as often as may be reasonably requested, to a physician or physicians authorized to practice under the laws of this State. The refusal of the employee to submit to such examination shall deprive him of the right to compensation during the continuance of such refusal. When a right to compensation is thus suspended, no compensation shall be payable in respect of the period of suspension, pursuant to N.J.S.A. 34:15-19.

## ARTICLE XIV

### VACATIONS

A. Civil Service and Municipal Ordinances relating to vacation leave shall apply unless modified hereinafter.

B. Vacation leave shall be earned effective January 1, 1984 as follows:

One through seven years of service	-	15 working days
Seven years and one day through eighteen years	-	20 working days
Nineteen years and one day or more	-	25 working days

C. Eligibility shall be computed as of the first day of the month hired.

D. Vacation leave shall begin on the day following a day off of the employee.

E. Selection shall be based on seniority.

F. The vacation leave of ranking officers shall be separate and distinct from the vacation leave of patrolmen.

G. Any employee who is entitled to vacation leave at the time of retirement shall receive the earned leave which has not been taken or the monetary equivalent thereof.

H. Vacations may be split upon the approvals of the Director of Public Safety. Said splits shall not exceed three (3) minimums of one (1) week duration except in extenuating circumstances with the approval of the Director of Public Safety.

I. Vacation leave may be accumulated for a two (2) year calendar period.

J. It is understood that because of the summer work load commitments the vacation leave for patrol personnel shall be based on seniority, however, for these personnel at least half (½) of the vacation time indicated on Section B above, of the patrol complement shall be taken by June 30<sup>th</sup> of each calendar year of the contract.

K. Members of the Patrol Division may utilize up to five (5) vacation days annually in single day selection and use. However, no employee shall be permitted to take such single vacation day if such leave creates an overtime situation. This section shall be administered in the same manner as compensatory time off requests and approvals. The current practice for other divisions shall be maintained.

L. Service time, referred to in Section B herein above, as it relates to and affects vacation accrual and entitlement only, shall be determined by years of service with the City of Long Branch and not merely the Department of Public Safety.

## ARTICLE XV

### PERSONAL DAYS

Three (3) personal days shall be granted to each employee in addition to vacation days.

Provided that a request for utilization of each day is submitted at least seventy-two (72) hours in advance, the request shall not be denied. Requests for utilization may be approved in the discretion of the Director of Public safety on less notice in unusual circumstances. The City and the PBA understand and agree that no personal days may be utilized on the day known in Long Branch as "Oceanfest Celebration Day" except at the discretion of the Director of Public Safety.

## ARTICLE XVI

### BEREAVEMENT LEAVE

Each employee shall be entitled to bereavement leave from the date of death until the day of the funeral in the event of a death of a member of the employee's immediate family, provided that prior notice is tendered to the Director of Public Safety. It is understood that this leave shall not exceed five (5) scheduled days. The immediate family is defined as mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, or any relative residing in the employee's household.

## ARTICLE XVII

### COMPENSATORY LEAVE DAYS

All Superior Officers shall be granted four (4) compensatory days off per year.

Date: January 19, 2007

SOA: JM

City:

## ARTICLE XVIII

### HOSPITAL, MEDICAL AND LIFE INSURANCE

A. The City shall provide hospitalization, health and medical insurance for each employee, spouse and dependent(s) subject to the following terms:

The City shall maintain the traditional health care plan<sup>1</sup> for all hospitalization, health and medical insurance for each employee, spouse and dependents, however to remain in this health care plan, employees will contribute according to the following schedule: \$300 per month

B. The Employer will adopt and put in place the procedures to allow the above deductions and any deductions paid by the employee to the Employer for benefits subject to the Federal 125 Exemption<sup>2</sup>.

C. The City shall pay one hundred percent (100%) of the premium costs for all hospitalization, health and medical insurance for each employee, spouse and dependents under the current POS, PPO and/or HMO plans.

1. Employees will be permitted to switch from the traditional plan to either the POS, PPO or HMO plan at no cost to the employee. However, employees cannot switch back to the traditional plan.

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<sup>1</sup> The "traditional plan" referred to in this Article shall be equal to or better than the traditional plan as set forth under the CIGNA Health Benefit Plan as of October 1, 1995.

<sup>2</sup> Generally, this law provides that payments made by employees will be from pre-taxed dollars.

D. While the City shall have the right to change insurance carriers, any change must provide benefit and administration levels that are equal to or better than those provided by the health plan in effect as of the execution date of this contract.

E. If an employee should die while in active service, the premium payment for said insurance shall be made by the City to the extent allowable by law.

F. Employees will be subject to the following co-payments for prescription benefits:

1. Generic Drugs - \$10.00
2. Brand-name Drugs - \$20.00
3. Formulary Drugs - \$35.00

G. The City shall provide life insurance coverage in the amount of \$5,000.00 on the life of each employee, who has the sole right to name the beneficiary.

**ARTICLE XIX**  
**DENTAL INSURANCE**

A. The City shall continue in full force and effect the Group Dental Plan (CIGNA Plan) which went into effect October 1, 1995. The City shall pay one hundred percent (100%) of the premium costs for all dental insurance for each employee, spouse and dependents.

B. While the City shall have the right to change insurance carriers, any change must provide benefit and administration levels that are equal to or better than those provided by the dental plan in effect as of the execution date of this contract.

## ARTICLE XX

### FALSE ARREST, LIABILITY AND OTHER INSURANCE

The City shall obtain and maintain, at no expense to the employee, insurance for false arrest, malicious prosecution, assault and battery and liability for acts and omissions within the scope of the employment provided the City can obtain same. "Scope of Employment" shall also include, but is not limited to, outside job-connected assignments. Proof that such insurance has been secured by the City must be provided to the Association at the signing of this Agreement.

Date: January 19, 2007

SOA: JM

City:

## ARTICLE XXI

### BULLETIN BOARD

The City shall provide a bulletin board in a conspicuous location at headquarters for the use of the Association for posting notices concerning Association business and activities. All such notices shall be posted only upon authority of officially designated Association representatives and shall not contain salacious, inflammatory or annoying material.

## ARTICLE XXII

### AUTHORIZED SALARY DEDUCTIONS

The City, in compliance with Chapter 233, P.L. 1969, agrees to the following conditions:

1. Upon receipt of a duly signed authorization from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be made to the Secretary-Treasurer of the Association.
2. The amount of monthly dues and initiation fees will be certified in writing by the Association and the amount shall be uniform for all members.
3. Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.
4. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Association to the City.
5. Pursuant to State law governing "Agency Shop," the City will forward, in the manner set forth herein, to the Association, up to eighty-five percent (85%) of the prevailing monthly dues for each employee who has not submitted a duly signed authorization. Such payment will represent a legal deduction from each affected employee's wages.

## ARTICLE XXIII

### REMOVAL, SUSPENSION, FINE, DEMOTION AND ALL

#### DISCIPLINARY ACTION

Civil Service provisions shall apply as to removal, suspension, fine, demotion and all other disciplinary action.

## ARTICLE XXIV

### GRIEVANCES

A. A grievance shall include any combination of circumstances because of which the employee of Association is dissatisfied with work conditions, and any and all disputes, controversy and conditions of any nature whatsoever as related to this Agreement.

B. A grievance does not include disputes, circumstances, controversies and conditions which fall within the jurisdiction of the New Jersey Department of Personnel or the Merit System Board, or within the jurisdiction of the Public Employment Relations Commission. All minor disciplinary actions shall be arbitrable through the provisions of the grievance procedure to the extend permitted by law.

C. Probationary employees shall be considered as employees for the purpose of Sections A and B of this Article, except that probationers cannot grieve discharge.

D. Employees expressly reserve their equitable and/or legal remedies and nothing herein shall be construed as a waiver of same.

**ARTICLE XXV**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

- A. Step One. The grievance shall be taken up first with the appropriate superior in the chain-of-command in an attempt to resolve the matter informally at that level.
  
- B. Step Two. If, as a result of the foregoing discussion (Step One), the matter is not resolved within five (5) calendar days, or if the said superior does not act within said time (which shall be treated as an inability to resolve), it shall be discussed by the employee affected or Association, and with the Captain in charge, in an effort to resolve the matter informally at that level.
  
- C. Step Three. If, as a result of the foregoing discussions (Step Two), the matter is not resolved within the said time (which shall be treated as inability to resolve), any involved party may then file with the Director of Public Safety a written statement setting forth the nature of the grievance with a request that the Director of Public Safety try to resolve same.
  
- D. Step Four. If, as a result of Step Three, the Director of Public Safety is

not able to resolve the matter within five (5) calendar days after receiving the written statement of the grievance with a request to try to resolve same, or if no action is taken within the said time (which shall be treated as an inability to resolve), any party involved may then submit a like written request to the Chief Administrative Officer. If the Chief Administrative Officer cannot resolve the matter within ten (10) days after receiving the written statement of grievance, or if the Chief Administrative Officer does not act within the said time (which shall be treated as an inability to resolve), the Association may submit the grievance to arbitration in accordance with the next following section.

E. Step Five. If the matter is not resolved by the Chief Administrative Officer (Step Four) within the specified ten (10) days, or if no action is taken within said time (which shall be treated as an inability to resolve), the Association may, within an additional twenty (20) days (thirty [30] days from the date the Chief Administrative Officer first received the written grievance), submit the matter to arbitration, as follows:

1. A written request shall be made to the New Jersey Public Employment Relations Commission to submit, in accordance with its rules, a list of arbitrators from which the Association and the City may select an arbitrator;
2. The rules and procedures of the New Jersey Public Employment Relations Commission shall be followed by the arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be binding and final. Any fees or administrative charges for arbitration shall be borne equally. Witness fees and other expenses shall be borne by the parties incurring such expenses.

F. It is expressly understood that the City or the employer or Association, as the case may be, shall not waive any legal and/or equitable remedies, if any, and may resort to the courts at any time. Moreover, if questions arise regarding the violation, application or interpretation of a statute, such questions shall be resolved by the courts.

## ARTICLE XXVI

### CITIZEN'S REQUEST FOR CHARGES

Whenever a citizen shall request that the Police Department take departmental action of any kind, against an employee, the following procedure shall be followed where the matter is not otherwise cognizable under the Civil Service Act and rules, or not cognizable under the grievance articles of this Agreement.

1. A written statement detailing, with particularity, the citizen's allegations shall be prepared. The citizen shall swear to the truth of the allegations before a person authorized to take such oaths. A copy of the sworn statement shall be given to the employee.
2. The statement shall be submitted to the City Attorney, who shall conduct an investigation to determine whether there is clear and convincing evidence to support the citizen's allegation.
3. Should the City Attorney find that there is clear and convincing evidence to support the allegations, then he shall prepare a written report of his findings and decision to the Director of Public Safety. The employee shall be given a copy of the City Attorney's report.
4. If the City Attorney finds that there is no clear and convincing evidence to support the citizen's allegations, no further action shall be taken against the employee. If, on the other hand, the City Attorney finds that there is such evidence to support the allegations, the Director of Public Safety shall hold a hearing for the employee. Such hearing shall be in accordance with the Civil Service Act.
5. If the hearing results in a determination which is adverse to the employee, the aggrieved employee has a right to avail of his Civil Service remedies or his remedies set forth in the grievance articles of this Agreement, whichever remedy is applicable.

## ARTICLE XXVII

### EVALUATIONS AND JOB REFERENCES

A. Evaluations of employees shall be governed by Civil Service law. The guidelines established by Civil Service shall govern evaluations of the employees.

B. Whenever an evaluation of any employee is made, the employee who is evaluated shall be entitled to a copy of said evaluation, including, but not limited to, remarks and comments made. The said copy shall be simultaneously furnished to the employee.

C. Every evaluation shall contain a clear and concise statement of the facts upon which the evaluation is based.

D. Each employee who is evaluated shall have the right to review such evaluation with the supervisor who made the evaluation. Such employee shall be given at least ten (10) days from his receipt of the copy of the evaluation in which to prepare and deliver his written answer, if any, to the evaluation.

## ARTICLE XXVIII

### REIMBURSEMENT FOR JOB CONNECTED EXPENSES

A. The City shall pay for all expenditures, not otherwise compensable by the City, incurred by the Employee in the performance of duties or in the performance of job-related functions. The prior approval of the Director of Public Safety shall be required before any such expenditures are incurred or reimbursed.

B. While the following list shall be considered to be exhaustive, the following reimbursements shall be made:

1. Use of personal automobile - twenty-one cents (\$0.21) per mile plus parking and tolls.
2. A vehicle may be provided to an employee for all job-related travel such as court appearances, training sessions, etc.
3. The prior approval of the Director of Public Safety shall be required before any such expenditures are incurred or reimbursed.

C. The City shall pay the reasonable expense of attorney's fees for an employee when an attorney is required by the employee concerning a matter which involved job-related activity or which might be reasonably related to job-related activity.

D. Therefore, the City shall pay all necessary expenses for legal advice and representation in a defense of any civil charges or allegations brought in any legal

action, or in the event any criminal or quasi-criminal charges are brought against any employee out of any action arising out of the performance of any employee's duty, providing such charges are not initiated by the City. It is understood that the employee shall have the right to choose counsel and that counsel shall be paid a reasonable fee for legal services as determined by the City Attorney. The City shall pay for the above legal expenses within three (3) months of submission to the Director of Public Safety.

## ARTICLE XXVIII

### P.B.A. MEETINGS AND CONVENTIONS

A. The City agrees that four (4) members of the Association -- the President, Delegate and two (2) Convention Delegates – shall be granted leave with pay to attend the two (2) State P.B.A. Conventions.

B. The City agrees that the Association President and Delegate shall be granted time off without loss of pay to attend to Association business and to attend meetings of the New Jersey State Policemen's Benevolent Association.

## ARTICLE XXX

### ESTATE BENEFITS

- A. If a member dies an accidental or ordinary death, his estate will be paid for all unused vacation time, compensatory time, and sick leave pay as per Article XII.
  
- B. If a member retires because of an accidental or ordinary disability, he will be entitled to all of the unused benefits as provided for in Section A above.

## ARTICLE XXXI

### SAVING CLAUSE

A. If any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If any such provisions are so invalid, the City and this Association shall meet for the purpose of negotiating changes made necessary by the applicable law.

## ARTICLE XXXII

### OUTSIDE RECREATIONAL ACTIVITIES

It is the intent of the Association and the City that both parties recognize that there is no right to a claim for a loss of wages, salary and other benefits under the contract as a result of any injuries sustained in outside recreational activities such as softball, basketball, etc.

It is understood that the Fireman's Field Day activities and the Mayor's Trophy Softball game will be covered for Workers' Compensation.

## ARTICLE XXXIII

### DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 1, 2007 and shall remain in effect through and including December 31, 2012.

B. Not less than ninety (90) days prior to the expiration of the term of this Agreement, either party shall notify the other party regarding the commencement of negotiations for entering into a new Agreement. Upon such notice, one party to the other as herein recited, within thirty (30) days of such written notice to the other party, both parties shall commence negotiations for a new Agreement.

C. If this Agreement expires while a new Agreement is being negotiated, the parties agree to keep this Agreement in effect pending the new Agreement. However, it is clearly understood that the new Agreement will take effect as of January 1, 2007.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this 19th day of March, 2007.

ATTEST:

Mark Talarico  
City Clerk Deputy Clerk

Q. O. O.  
Mayor

T. Jason Rosebuck  
SGT Tom Kuhn  
Secretary, Long Branch  
Superior Officers Association

SGT ~~Tom~~ Frank T. Morey  
President, Long Branch  
Superior Officers Association

## APPENDIX A

### SALARY GUIDE

SOA Contract 2007-2012  
4.25%

YEAR		SGT.	LT.	CAPT
2006	1/1	93,431	104,149	116,154
2007	1/1	97,402	108,575	121,091
2008	1/1	101,542	113,189	126,237
2009	1/1	105,858	118,000	131,602
2010	1/1	110,357	123,015	137,195
2011	1/1	115,047	128,243	143,026
2012	1/1	119,936	133,693	149,105

## APPENDIX B

Memorandum of Agreement between the City of Long Branch and PBA Local 10 relative to the amount of time and compensation for the care of the police canine.

Date: January 19, 2007      SOA: JW      City:

**COPY**

**MEMORANDUM OF AGREEMENT**

The **CITY OF LONG BRANCH** ("City"), **LONG BRANCH PBA LOCAL 10**, and P.O. Robert Rush Bataille in his capacity as a K-9 handler for the City, desires to enter into an agreement concerning the amount of time and manner of compensation for the care and maintenance of the police canine performed by P.O. Bataille. The City and P.O. Bataille hereby agree as follows concerning compensation for canine care and maintenance performed by P.O. Bataille:

1. P.O. Bataille will continue to be allowed to perform care and maintenance of his canine during on-duty time as part of his work as a police officer permits.
2. The City and P.O. Bataille agree that it is difficult to measure the amount of off-duty time necessary to perform care and maintenance duties for the police K-9. The City, PBA Local 10, and P.O. Bataille agree that, in addition to the on-duty time provided, two hours per week is a sufficient amount of time for P.O. Bataille to perform the necessary care and maintenance of his police canine during his off-duty time, including days off.
3. The City agrees to compensate P.O. Bataille for his off-duty work caring for and maintaining his K-9 for two hours per week by providing one full day (8.25 hours) of compensatory time, at an overtime rate, for each twenty-eight (28) day work period. This will result in P.O. Bataille receiving 12.375 hours of compensatory time for each full 28-day period that he performs the aforementioned care and maintenance for the animal. All

*ZM*

parties agree that this is a reasonable amount of compensatory time to provide to P.O. Bataille for his off-duty K-9 work, and further agrees that neither P.O. Bataille nor PBA Local 10 shall seek any further compensation from the City for P.O. Bataille's off-duty care for the police K-9.

4. This compensatory time provided to P.O. Bataille pursuant to paragraph 3 above is to be utilized by P.O. Bataille within 30 days of the date on which it is granted, and shall be scheduled no later than the 15<sup>th</sup> day of the month in which it is to be used.

5. The City agrees to continue to allow P.O. Bataille the use of an assigned police vehicle for transport of the police K-9, and for commuting to and from his residence with the police K-9.

6. The cost of food, veterinary treatment, and insurance for the police K-9 shall be borne by the City. However, at no time will any of these costs be incurred by P.O. Bataille without proper authorization from the City's Department of Purchasing. The City will work with P.O. Bataille and the PBA to obtain donations of dog food, supplies, and equipment for the police K-9s.

7. The City will pay all costs associated with the necessary training of P.O. Bataille, and the police K-9 in order to obtain and/or maintain required certifications.

8. This agreement shall take effect as of January 31, 2005.

9. This agreement will apply for as long as P.O. Bataille continues as K-9 handler for the City, whether with his current dogs or any other dog trained as a police canine and handled, cared for and maintained by P.O. Bataille.

10. It is understood and agreed that this agreement does not require the City to continue the K-9 Unit or continue to assign any particular officer as K-9 Officer. It is

A handwritten signature, possibly 'J.W.', is located at the bottom of the page.

further understood and agreed that the City reserves the right to determine at any time whether to continue or abolish the K-9 Unit, and to assign its' police officers in a manner deemed to be in the best interest of the Police Department, and as economic and operational needs require.

11. It is understood that the agreement modifies the terms set forth in the Collective Bargaining Agreement between the City, and the PBA Local 10. This agreement has been expressly approved by PBA Local. 10.

**CITY OF LONG BRANCH**

By: W.S.A./S  
Dated: 3/8/06

Robert R. Bataille #511  
P.O. Robert Rush Bataille

Dated: 3/8/06

**PBA LOCAL 10**

By: Clyde #291  
Dated: MARCH 8, 2006

Adam Schneider  
ADAM SCHNEIDER, MAYOR

4-24-06  
DATE

*JM*

R# 129-04

**RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE AN AGREEMENT ON BEHALF OF THE  
CITY AND THE K-9 / PBA LOCAL 10**

**WHEREAS**, an agreement has been made between the PBA Local 10 / K-9 services and the City of Long Branch in order to establish a "reasonable" amount of compensatory time provided to officers who were caring for the K-9 animals during the officers' off-duty hours; and

**WHEREAS**, said K-9 Officers will receive one full day of compensatory time, at an overtime rate, for each twenty eight day work period which results in the Officer receiving 12.375 hours of compensatory time for each full 28 day period that he performs the care and maintenance for the animal.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby authorize the Mayor to execute the Memorandum of Agreement (attached hereto) and that copies are distributed to the Director of Public Safety, PBA Local 10 and the individual K-9 Officers of the City.

**MOVED:** BROWN

**SECONDED:** ZAMBRANO

**AYES:** 5

**NAYES:** 0

**ABSENT:** 0

**ABSTAIN:** 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON APRIL 11, 2006

IN WITNESS WHEREOF, I HAVE HEREBUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 12th DAY OF April 2006

*Irene A. Joline*  
CITY CLERK, P.M.C.

*Jm*

*FM*

R# 80-07

**RESOLUTION AUTHORIZING THE MAYOR  
AND CITY CLERK TO EXECUTE AGREEMENT  
WITH THE LONG BRANCH SUPERIOR OFFICERS ASSOCIATION**

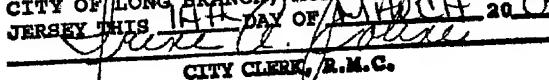
**WHEREAS**, almost all of the City's employees are represented by an exclusive bargaining organization for purposes of establishing the employee's various terms and conditions of employment; and

**WHEREAS**, after negotiations, the City has settled bargaining agreement in order to provide for various terms and conditions of employment for the affected employees.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey that the Mayor and City Clerk are hereby authorized on behalf of the City of Long Branch to execute the contract agreement between the City of Long Branch and the Long Branch Superior Officers Association for a term from January 1, 2007 through December 31, 2011.

**MOVED:** GIORDANO  
**SECONDED:** CELLI

**AYES:** 4  
**NAYES:** 0  
**ABSENT:** 1 - DESTEFANO  
**ABSTAIN:** 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON MARCH 13, 2007  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 14<sup>th</sup> DAY OF MARCH 2007  
  
CITY CLERK, R.M.C.